

Neuropsychology & Concussion Management Associates, LLC (NCMA) Services Agreement and Consent Form

This document contains information about our professional services and business policies. It also provides information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides certain privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information. HIPAA requires that we provide you with a Notice of Privacy Practices; this is available to you at www.NCMAmaine.com and in our waiting room and from our office staff. We will mail it to you on request. In order to provide services to you, we require your signature acknowledging that we have provided you with access to this information and that you have given your informed consent to the services and the practices described in this document. When you sign this document, it will represent an Agreement between us. You may cancel this Agreement in writing at any time. That cancellation will be binding except 1) to the extent that we have already taken action in reliance on it, 2) if there are obligations imposed on us by your insurance in order to process or substantiate claims made under your policy, and 3) if you have not satisfied financial obligations already incurred.

Neuropsychological, Psychological, Developmental, and Concussion Management Services

Neuropsychological or psychological evaluation includes an interview, record review, and testing with a variety of different measures, none of which are medically invasive. The exam may be very short or very lengthy, depending on the reason for your visit. We may request to speak with other providers or family members. The purpose of neuropsychological evaluation is to provide objective information about your brain functioning in a variety of areas, which may include attention, concentration, motivation, fine motor and sensory abilities, language and visuospatial skills, executive skills (e.g., problem solving and organization), memory, intellectual functioning, and emotional or personality functioning. As appropriate, we also may test balance, coordination, and eye movement. Sometimes academic and/or vocational functioning and interest also is examined. You may request further information about our procedures at any time. An evaluation is not treatment. You may feel better or worse after. Although it would not be expected to occur, you should tell us if any of the tests cause you any discomfort, and upon that information, we will terminate or alter the procedure. It is important that you realize that the tests administered are meant to objectively evaluate your brain functioning, and the tests may or may not show what you expect. It is very important to give good effort across the tests so that the test results can be considered valid and are more likely to accurately reflect your abilities. You will take breaks as needed, and if you need to stop earlier than planned due to fatigue/inability to continue giving your best effort, we can finish the evaluation at a later date. Your participation in the evaluation is voluntary, and you can end the evaluation at any time that you choose.

Fees/Payment Arrangements

Health Insurance: Whether or not any of our providers participate in a given insurance changes over time. Please ask about your health insurance. If we do not participate with your insurance, and your service is insurance reimbursable, upon request, we will provide you with a statement indicating the procedures (with codes) and the diagnosis code so that you can submit for out of network reimbursement. Estimated amounts for services (or copays expected if we do participate with your insurance) are due at the first visit unless other arrangements have been made. We accept credit cards.

Worker's Compensation, Auto, and Homeowners' Insurance: With these payer sources, a full clinical report is usually required by the company in order to pay for services. Covered benefits vary and will be determined on a case-by-case basis. We routinely work with many Workers' Compensation Companies and handle billing directly with them. Please inquire regarding our current policies with auto policies and for homeowners' insurance.

McLean Borden Cottage: If you are being seen via McLean Borden Cottage, NCMA will not be charging any fees to you. Our invoices are submitted directly to McLean Borden Cottage and a full clinical report is sent to the chief psychiatrist.

Vocational Rehabilitation, Workplace Health or School Referring/Paying: If your evaluation has been requested, and is being paid for, by Vocational Rehabilitation, workplace health services at your place of employment or your child's school, you are agreeing in signing this, that a full copy of the report of the evaluation will be released to that

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referral and payer source. If you change your mind prior to the service being paid and do not want a report to go to the referral/payer source, you will be responsible for the entirety of the cost of the services to date.

Child Development Services (CDS): If you have been referred directly by CDS, CDS will be paying for the services and will receive full clinical information resulting from the evaluation, along with the invoice.

Private Pay: Please discuss expected costs of services. Payment will be expected at the time of services, and as applicable upon final billing, unless otherwise arranged in advance.

Cancellation (or no-show) with less than 48 hours notice:

- For appointments of three or more hours in length, as much as a \$600.00 cancellation fee may* be charged. Insurance companies and most other third party payers cannot be billed for missed appointments, and it is very difficult to fill these times with little notice.
- For initial intake or feedback sessions missed, a \$150.00 fee may* be charged.
- For concussion management appointments, up to a \$300.00 fee may* be charged.

*Exceptions include bad road conditions, illness, or injury, in which case, you should call as soon as possible. If you are sick, we most likely will want to delay any testing, as illness could influence the test results, so please do call to discuss postponing. If you are under significantly increased short-term stress and may have difficulty concentrating, please call to discuss whether or not we should postpone some or all of the scheduled activities. In such a case, we may go ahead with interviewing and record gathering but delay testing.

Evaluations for legal purposes are addressed in other elsewhere. Fees for deposition and court time also are addressed elsewhere. Please inquire if relevant.

Communications with us

When we are not available to answer the phone (207-594-2952), you may leave a voice mail message, which is accessed with a password only by NCMA staff. Calls are generally returned within 24 hours or on Monday in the case of a Friday message. Because of the nature of the services we provide, we do not provide emergency coverage. If you have an emergency, you should call your physician or go to your nearest emergency room, as appropriate.

We use encrypted email through Hushmail. When you receive email from us, you will be prompted to go to the Hushmail website by clicking on a link. You will be asked to create a password. After opening the message from us, you will be able to reply securely to that message as needed to make sure that any email you would like to initiate to us is secure. We work as a team- If you have been emailing with one of our staff members and do not get a timely same-day reply and such a reply is needed, please call the office, as the staff member you are trying to reach may be unavailable that day and someone else can help you.

You can send a secure message to us by going to our website and using the Contact Us button. This will be seen by administrative staff and Dr. Bryant.

For mail, please use the PO Box (PO Box 1145, Rockport Maine 04856), not the street address, so that mail that we receive is secured in the post office box to be checked on weekdays rather than in the street address mailbox.

Limits on Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about you to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Maine State law and Psychologist' Ethics guidelines, or in some cases, if you provide oral authorization. However, in the following situations, no authorization is required:

- If you are being seen for concussion management, you may take ImPACT, which is a computerized test used in concussion management. Your results will be stored as part of the Maine Concussion Management Initiative (MCMI) database (as is your baseline ImPACT test if you had one at a Maine high school or college affiliated with MCMI). Only certain physicians, neuropsychologists, athletic trainers, and other health

care professionals access the database and, adhering to their ethical principles, would not be looking at your data unless they are involved in your care. However, no further code is required for them to access your data once they have entered the system using their passwords. MCMI may additionally use your data in research studies, but the data would be de-identified prior to use (i.e., your name would be removed). If you are uncomfortable with this arrangement, please notify your NCMA doctor and ask for more information or ask to opt out of that particular test.

- NCMA staff members access patient information as appropriate to their job functions. Staff members and their roles are described on the website (www.NCMAmaine.com), with the exception of our Chief Operations Officer, Andrew Wisch, Ph.D., ABPP who is a forensic psychologist in private practice who manages our technology and communications systems.
- For purposes of clinical consultation and professional development, we consult with other neuropsychologists and other health professionals as relevant. These individuals are all bound by the same laws, though ethical standards vary from profession to profession. Unless authorized to do otherwise (or unless the circumstance falls within another condition discussed within this Agreement), we exclude information that could easily identify the specific patient. We disclose only the information necessary to the consultation question.
- If you are, or may become, involved in a court proceeding and a request is made for information concerning your personal health information, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your written authorization, the written authorization of your legal representative or a court order from the judge. If you are involved in or considering litigation, you should consult with your attorney to determine whether a judge would be likely to order us to disclose information and if that would be in your best interest.
- If a government agency is requesting personal health information for health oversight or security activities, we may be required to provide it to them. (In our practice, this has never been requested without a signed release by the patient)
- If you have filed a worker's compensation claim, and we are being compensated for your assessment by your employer's insurance company as a result of that claim, we must provide legally required reports and other information related to your condition. These are sent to your insurance adjuster and, if applicable, nurse case manager. We also will provide work notes that indicate more limited information as relevant for your work related needs, and this should be all that your insurance company gives to your employer, but because we do not have control over what the insurance company chooses to share with your employer, you may want to inquire about their practices. The insurance company may at some point in your care request that we answer some specific questions about your condition, beyond our usual report, and we would provide that.
- If a patient were to file a lawsuit or a complaint against NCMA, Dr. Bryant, or any of the staff employed by or contracted to provide services for NCMA, we may disclose relevant personal health information about that patient to respond to the complaint or lawsuit. (This has never happened in NCMA or Dr. Bryant's practice)
- Disclosures to health insurers or other payer sources and to collect overdue fees are discussed elsewhere in this agreement.
- There are some circumstances under which we are legally obligated to take actions in order to attempt to protect people from harm, and in carrying out those actions, some of a patient's personal health information could be disclosed. These situations are very unusual in our experience. If we know or have reasonable cause to suspect that a child under the age of 18 has been or is likely to be abused or neglected or that a vulnerable adult has been abused, neglected or exploited and is incapacitated or dependent, we are

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required by law to file a report to the appropriate government agency. If we determine that a patient poses a direct threat of imminent harm to the health and safety of any individual including himself/herself, we may be required to disclose information in order to take protective action(s). These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can assist in providing protection. If such situations arise, and as appropriate, we make every effort to fully discuss it with the patient and/or parent/guardian before taking any action, and we limit the disclosure to what we believe is absolutely necessary to prevent harm.

- In rare cases, when a patient is so impaired in some way that it would be dangerous for that patient to drive until recovered, and if that patient is not agreeable to that limitation, the Department of Motor Vehicles may be notified.

While this summary of exceptions to confidentiality should prove helpful in providing you with information about your privacy rights and privileged information, it is important that we discuss any questions that you may have. Laws and the ethical standards of our profession sometimes conflict, with the ethical standards providing the greater level of privacy for the patient. The laws governing confidentiality are complex, and we are not legal experts. In situations where specific advice is required, formal legal advice may be needed.

For more information, see www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html

Clinical Records (CR)

Your CR includes information about the reason for your evaluation and information obtained from you and your health care providers, family members, or friends (if you have authorized this contact or if contact has occurred based on another situation outlined in this Agreement). Your CR could include: discussion of neuropsychological testing data, raw data, observations of your symptoms and behavior, a description of the ways in which your problems may impact on your life, your diagnosis, your medical, social, educational, occupational, family, and treatment histories, any past treatment or evaluation records received from other providers, legal records provided, reports of or notes from professional consultations, insurance and financial information, authorizations you have signed, and letters or reports provided to others regarding your personal health information. Except in the unusual circumstance that disclosure would endanger you or others, you may examine and/or receive a copy of your CR, if you request it in writing, with the exception of copyrighted test material that is meant to be kept confidential so as to avoid rendering the tests useless. Per Maine law Chapter 353 Section 1. 22 MRSA § 1725, we cannot release the raw test data to anyone other than an appropriately trained professional, such as another neuropsychologist. We are happy to do this at your direction (with authorization) if the need arises.

You can ask us to correct health information about you that you think is incorrect or incomplete. We may deny your request, but we will tell you why in writing within 60 days and will retain any information that you want to attach to your record for any future releases. Please tell us if you have preferences about how we share information with you and your family, friends, or others involved in your care. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

Data that we collect about you is stored electronically in house and physically secured and/or password protected and is backed up locally and externally in encrypted form.

If you are being seen via McLean Borden Cottage, requests for records are handled by McLean, such that you would request a copy of your neuropsychological report directly from McLean, not NCMA.

Minors and Parents

Prior to conducting an evaluation with a minor, we may require consent of both parents except in the following circumstances: there is only one living parent, the minor is emancipated (in which case he or she can consent for self and documentation would be required), one parent/guardian has sole custody (in which case we may require a copy of the court order), other conditions which fall under Maine statute are present making it appropriate for the

minor to give consent. Copies of adoption documentation may be requested if there is a known biological parent who could assert rights. Unless previously agreed otherwise or otherwise indicated in this agreement, the parent/guardian may request a copy of the report when it is complete and may access the clinical records on behalf of the minor patient until such time as the patient becomes 18, emancipated, or under alternative guardianship. Unless previously agreed otherwise, the minor patient, upon request, may review the contents of his/her clinical record including the report of assessment with their neuropsychologist without further written authorization from the parent/guardian. Minor patients as well as their parents/guardian will be offered the opportunity for a verbal feedback session regarding the neuropsychological findings and impressions and recommendations.

Billing and Payments

Payment for the neuropsychological assessment is expected as previously arranged and outlined in this Agreement & Consent form under Fees/Payment Arrangements on page 1. By signing this agreement, you promise to pay Neuropsychology and Concussion Management Associates, LLC all charges incurred for the services rendered and accept full responsibility for payment in the event that other arrangements made with an insurance company fall through (e.g., if we agree to bill an insurance company, and they do not pay within 45 days). Payment may be made by cash, check, credit, or debit, and in the case of debit or credit, are processed via Square.

Prompt payments are appreciated and accounts are considered overdue when payment is not received within 21 days of notification. A 3% late fee (based on the total amount due) will be assigned every 30 days that a payment is overdue. An account is considered current as long as you are making some agreed upon payment toward the outstanding charge on a monthly basis. If an account is overdue for more than 30 days, we may use legal means to secure payment. This could involve a collection agency or small claims court, either of which would require us to disclose otherwise confidential information. This information would be kept to the minimum necessary. If legal action to collect fees from you were to become necessary, your signature below indicates agreement to pay all costs incurred in collecting this debt including but not limited to attorney’s fees, collection agency fees (a percentage of the amount due/collected), court fees, and compensation for any lost time and income resulting from our having to appear in court to pursue payment. Our collection agency, Asset Recovery, charges a fee of 35%, so for example, an overdue amount of \$100.00, once sent to the collection agency, would result in an actual amount due of \$135.00. Once the account is sent to collections, we can no longer accept the original amount due but instead are obligated to pay the collection agency’s 35% fee on top of what was originally due.

Your signature below indicates that you have read this Agreement and agree to the terms, have been given information necessary to provide informed consent to neuropsychological services from NCMA and are consenting to those services and also serves as an acknowledgement that the HIPAA notice has been made available to you.

For Adult Patients:

Signature of Patient or Guardian _____ Date _____

Printed Name of Patient _____

Printed Name of Guardian if relevant _____

For Minor patients/and young adults where parent/guardian is payer source or insurance subscriber:

Signature(s) of *parent/guardian _____ Date _____

Printed name(s) of parent/guardian _____

Printed name of patient _____

If patient is almost 18, patient signs here as well: _____ Date _____